



# UNOFFICIAL COPY Real Estate Sale Contract

1. Abedkarm H. Yasin and Amira Yasin (Purchaser) 87531341  
 agrees to purchase at a price of \$ 118,000.00 on the terms set forth herein, the following described real estate  
 in Burbank, Cook County, Illinois Lots 26 and 27 in Block 3 in  
Highlands Subdivision of the West 3/4 of the Southeast 1/4 of Section 32, Township 38 North,  
Range 13, East of the Third Principal Meridian according to the Plat thereof recorded  
June 7, 1926 as Doc. No. 9299126, in Cook County, Illinois. ~~19-52-407-055 (LOT 26)~~  
 (If legal description is not included at time of execution, 034 (LOT 26)  
 authorized to insert thereafter.)

commonly known as 8530 S. Massasoit, BURBANK, ILLINOIS 60459 and  
 with approximate lot dimensions of \_\_\_\_\_, together with the following personal property presently located thereon:  
 (strike items not applicable) (a) ~~stair and screen doors and windows~~, (b) ~~awnings~~, (c) ~~outdoor television antenna~~, (d) ~~wall-to-wall, hallway and stair~~  
~~carpeting~~, (e) ~~window shades and draperies and supporting fixtures~~, (f) ~~venetian blinds~~, (g) ~~electric, plumbing and other attached fixtures as installed~~;  
 (h) ~~water softener~~; (i) ~~refrigerator(s)~~; (j) \_\_\_\_\_ ranges; (k) ~~garage door opener with \_\_\_\_\_ transmitters~~; (l) ~~radiator covers~~;  
 (m) ~~indoor and outdoor (louvered) shutters~~, and also stove, range and dishwasher.

2. Albert O'Mara and Edward Smogur (Seller)  
 (Insert names of all owners and their respective spouses)  
 agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to  
 Purchaser or nominee title thereto (in joint tenancy) by a recordable warranty deed, with release of homestead rights, and a proper bill  
 of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) ~~public~~ public and utility easements and roads and highways, if any; (c)  
~~party wall easement and appurtenances~~; (d) ~~existing lease and tenancies~~; (e) ~~special taxes or assessments for improvements not yet completed~~; (f) any  
~~unpaid special tax or assessment~~; (g) ~~installments not due at the date hereof of any special tax or assessment for improvements heretofore~~  
~~completed~~; (h) mortgage or trust deed specified below, if any; (i) general taxes for the year 1986 and subsequent years including taxes which may  
 accrue by reason of new or additional improvements during the year(s) 1986; and to date of closing.

3. Purchaser has paid \$ 25,000.00 with balance to be paid to Edward Smogur in earnest money to be  
 applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows.  
 (Strike subparagraph inapplicable)

(a) The payment of \$ 93,000.00 said sum to be paid to Edward Smogur P.S.  
 (b) ~~The acceptance of the title to the real estate by Purchaser, subject to a mortgage (trust deed) of record securing a principal indebtedness (which the~~  
~~Purchaser [does] [does not] agree to assume) aggregating \$ \_\_\_\_\_ bearing interest at the rate of \_\_\_\_\_ % a year, and the~~  
~~payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase~~  
~~price.~~

4. This contract is subject to the condition that Purchaser be able to procure within 87531341 days a firm commitment for a loan to be secured by a  
 mortgage or trust deed on the real estate in the amount of \$ \_\_\_\_\_, or such lesser sum as Purchaser accepts, with interest not to exceed  
 \_\_\_\_\_ % a year to be amortized over \_\_\_\_\_ years, the commission and service charges for such loan not to exceed \_\_\_\_\_ %; If, after making  
 every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notified Seller thereof within that time,  
 this contract shall become null and void and all earnest money shall be returned to Purchaser; provided that if Seller, at his option, within a like period of  
 time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage  
 upon the same terms, this contract shall remain in full force and effect. (Strike paragraph if inapplicable.)

5. The time of closing shall be on or before Aug-15-87, or 20 days after notice that financing has been procured if above paragraph 4 is  
 operative, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative  
 (whichever date is later), unless subsequently mutually agreed otherwise, at the office of David A. Steadman  
 of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller shall deliver possession to Purchaser at closing \_\_\_\_\_ days after the sale has been consummated, at closing  
 for each day \_\_\_\_\_ between the time of closing and the time \_\_\_\_\_ is consummated.

7. Seller agrees to pay a broker's commission to none  
 in the amount set forth in the broker's listing contract or as follows: none

8. The earnest money shall be held by Albert O'Mara  
 for the mutual benefit of the parties.

9. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of this contract, ordinary wear and tear excepted.  
Seller to pay for see claim for delivery of possession after said date

10. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchasers within 5 days  
 from the date below, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the  
 Purchaser. and said sum to be paid by Albert O'Mara (he has to date used the  
25,000 deposit for purchase of which 15,000 was used for same. The balance being 10,000)  
 This contract is subject to the conditions and stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this  
 contract.

Dated June 15, 1987  
 Purchaser [Signature] (Address) \_\_\_\_\_  
 Purchaser AMIRA YASIN (Address) \_\_\_\_\_  
 Seller Albert O'Mara (Address) \_\_\_\_\_  
 Seller Edward Smogur (Address) \_\_\_\_\_

\*Form normally used for sale of residential property of four or fewer units.

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00629

WILLIAMS & WATSON, LTD.  
ATTORNEYS AT LAW  
1100 N. LAKE ST.  
CHICAGO, ILL. 60611

*Subject to Survey*  
*10 Seller to provide S'holder survey*  
*W. Watson*

*2-1-80*  
*2-1-80*  
*2-1-80*

9. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Purchaser: City Nat Bldg, 6606 S. Kedzie Ave, Chicago, IL 60629, 778-8000

7. Time is of the essence of this contract.

~~6. At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Lead and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform to this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, the amount of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (In the paragraphs if applicable.)~~

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission. The balance, if any, to be retained by the Seller as liquidated damages.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

All provisions are final unless otherwise provided herein. Existing leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax; such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser) (Seller). (Strike one.)

3. Rents, premiums and other assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other items shall be on the basis of the amount of the initial receipt. The amount of the initial receipt shall be not then ascertainable, the amount therefor shall be on the basis of the amount of the initial receipt. The amount of the initial receipt shall be not then ascertainable, the amount therefor shall be on the basis of the amount of the initial receipt. The amount of the initial receipt shall be not then ascertainable, the amount therefor shall be on the basis of the amount of the initial receipt.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

1. Seller shall deliver or cause to be delivered to Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy unless the real estate is improved with a single family dwelling or an apartment building of four or fewer residential units, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

## CONDITIONS AND STIPULATIONS

*2-1-80*  
*2-1-80*  
*2-1-80*

*11-1-80*

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## R I D E R

This Rider is attached to and forms a part of that certain real estate sales contract dated June 5, 1987 between ALBERT O'MARA, seller and ABEDLKARM H. YASIN and AMIRA YASIN, purchasers for the property located at 8530 South Massasoit, Burbank, Illinois.

1. Seller will build single family residence in accordance with plan No. 5952 Anderson on the terms and specifications found in that plan, except basement to be raised approximately 2 feet.

2. Purchasers will have the following allowances for the following items:

- a. Carpet, ~~\$1,800~~ <sup>2400</sup> *Handwritten*
- b. Tile, \$1,000, *Handwritten*
- c. Cabinets, ~~\$2,200~~ <sup>2,700</sup> *Handwritten*; and
- d. Electrical fixtures, \$400

3. Builder to use white rock face brick, as per sample - 12" x 8" *Handwritten*

4. Builder to install clad windows throughout, except for basement. *Handwritten*

5. Seller agrees to re-prorate the amount of the tax credit given at closing when the actual bill becomes available.

6. Garage door to be sufficient size for van - 8' - 8 1/2" *Handwritten*

7. Fireplace. *Handwritten*

8. One 3/4 bath up level *Handwritten*

SELLER:

Albert O'Mara  
ALBERT O'MARA

Edward Smogor  
Edward Smogor

PURCHASERS:

Abedlkarm H. Yasin  
ABEDLKARM H. YASIN

Amira Yasin  
AMIRA YASIN

J. DYLAITIS & ASSOC., LTD.  
Attorneys at Law  
6606 S. Kedzie Ave.  
Chicago, Illinois  
(312) 778-2000

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Property of Cook County Clerk's Office

DEPT-91 RECORDING \$19.25  
T#1111 TRAN 6389 10/05/07 15:10:00  
#0607 # 4 \* - 07 - 54 1341  
COOK COUNTY RECORDER

14.00  
MAIL